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Title: **Medina Central School District and Medina Central School District Employees Unit 7961, CSEA, Local 1000, AFSCME, AFL-CIO, Orleans County Local 837 (2005)**

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3/27/06

AGREEMENT

by and between the
MEDINA
CENTRAL SCHOOL DISTRICT
and the

CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO

Medina Central School District
Employees Unit 7961
Orleans County Local 837

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APR 10 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2005 - June 30, 2008

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Article 1 - RECOGNITION

Section 1. In accordance with the applicable provisions of the Public Employees' Fair Employment Act of the State of New York, the Medina Central School District Board of Education recognizes the Civil Service Employees Association, Inc., AFSCME, Local 1000, AFL-CIO, the Medina Central School District Employees Unit 7961, hereinafter sometimes referred to as the "CSEA", as the sole and exclusive representative of all employees included in the unit for the purpose of collective negotiations and the processing of grievances.

Section 2. The period of unchallenged representation status for the CSEA shall be the maximum period permitted by law. This recognition extends to regularly employed full-time and part-time maintenance employees, buildings and grounds employees, and clerical employees, who are included in the unit as of April 19, 2005, and their respective successors. All other employees are currently (as of formation of this agreement) excluded from the bargaining unit. The following definitions shall apply.

1. Full-time employee is an employee working for the district thirty (30) or more hours per week for twelve (12) months per year.
2. Part-time employee is an employee working for the district sixteen (16) hours per week but less than thirty (30) hours per week for at least ten (10) months per year.
3. The District acknowledges the Association's Taylor Law right to commence a petition seeking representation of any new titles or positions.

Article 2 - DEFINITIONS

Section 1: Definitions

1. "DISTRICT" the Medina Central School District.
2. "BOARD" the Board of Education for the Medina Central School District.

3. "SUPERINTENDENT" the person appoint by the Board as Superintendent of Schools of the District.
4. "ASSOCIATION" Association described in Article I, Section 1 above, and applies to all persons authorized by the Association to act on its behalf.
5. "EMPLOYEE" a person in a position included in the unit described in this Agreement, as referenced in Article I, Section 1 above. By such definition, temporary employees, defined pursuant to the Civil Service Law, are excluded from the bargaining unit. Notwithstanding the foregoing definition, a part-time employee shall not be eligible to receive any fringe benefit provided for in this contract, unless a specific term or provision of this contract expressly states that part-time employees are eligible to receive a particular fringe benefit.
6. "PARTY" the District or the CSEA
7. "PARTIES" the District and the CSEA
8. "AGREEMENT" This document, to include all appendices and attachments to this document.
9. "AMENDMENT" Any change made to the provisions of this Agreement during its term by mutual consent signed by both parties.
10. "DURATION" The term of this Agreement beginning at 12:01 a.m. on July 1, 2005, and ending at 12:00 midnight on June 30, 2008. However, this agreement does not provide for any salary increases or retroactive compensation for any unit members separating from employment prior to mutual ratification of the agreement.

Section 2: Amendments and Waivers

No provisions of this agreement may be deleted, waived, or changed, and no provision may be added to this Agreement by implication or by any other means

other than a written, dated, and signed memorandum of agreement by duly authorized representatives of both parties.

Article 3 - NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership or activities on behalf of the Association. Neither the District nor the Association shall unlawfully discriminate against any employee covered by this Agreement on account of race, creed, color, sex, national origin, age, political affiliation, or non-job related disabilities. Any claim of a violation of this provision of the Agreement shall be processed through the grievance procedure, but arbitration shall not be available and employees may process their claims under state and federal laws.

Article 4 - DUES CHECKOFF

Section 1. The District agrees to deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York 12224-9989, regular membership dues, agency fees and other authorized deductions. The District agrees to deduct and remit such monies on a payroll period basis, exclusively to the CSEA, as the recognized negotiating agent for the employees in the unit. If the employee is or becomes a member of CSEA, CSEA shall furnish the appropriate payroll deduction authorization to the District.

Section 2. Agency Shop: CSEA, having been recognized and certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wages or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the district shall make such deductions and transmit these amounts to CSEA.

Article 5 - MANAGEMENT RIGHTS

The Medina Board of Education retains all management rights and functions it possessed prior to entering into this Agreement and may formulate rules and regulations, including safety regulations, for the conduct of its employees in the

operation of school district business. No member of the Unit is authorized to sign any contracts on behalf of the District without written authorization of the Superintendent of Schools.

Article 6 - UNION RIGHTS

Section 1. Employee Access: Representatives of the CSEA not employed by the District shall have the right to visit employees at work as long as such visit does not interfere with the employee's work.

Section 2. Union Meetings: Permission shall be granted for use of school buildings for CSEA meetings as approved by the Building Principal provided that such meetings will not interfere with normal operations of the school.

Section 3. Union Business: The District will (provided that all conditions in this paragraph are satisfied) grant leave of absence not to exceed ten (10) days per fiscal year cumulative without loss of pay or leave benefits to an employee designated by CSEA to attend CSEA State Convention or CSEA Region and Local Meetings. Such leave will be granted, provided that it is requested in writing at least ten school days prior to its scheduled commencement. Such written request shall identify the dates of requested leave, and state the general purpose/reason for the requested leave. With the express written approval of the Superintendent or his or her designee, the Association President or his or her designee shall be granted time with pay to investigate or conduct matters relating to the processing of grievances and negotiations.

Section 4. In each building a bulletin board shall be provided for the exclusive use by CSEA to post CSEA materials, so long as such materials are not controversial. Said bulletin board shall be no smaller than four foot by four foot (4' x 4') and be mounted in the District Office, the Day Custodian's office of each building, and in the Bus Garage. Such bulletin boards shall be maintained by CSEA and kept in a neat and orderly fashion.

Article 7 - MEDICAL BENEFITS

For persons hired with an effective date of employment after January 1, 2006, the Board of Education will pay ninety percent (90%) of the premium of the existing available (non-teaching) managed care group medical benefits plan, including high level dental benefits, for full-time 12-month employees. The eligible employee shall be responsible for payment of the balance (ten percent (10%)) of the premium, which shall be deducted from the individual's salary.

For persons hired with an effective date of employment on or before January 1, 2006, effective July 1, 2005 the Board of Education will pay one hundred percent (100%) of the premium of the existing available (non-teaching) managed care group medical benefits plan, including high level dental benefits, for full-time 12-month employees.

Effective July 1, 2005, the prescription co-pay will be \$7.00 (in-network prescription) and \$15.00 (out-of-network prescription). Employees desiring coverage must submit a written request to the district Business Office. Enrollment periods shall be established by the District, consistent with the plan. Consistent with the foregoing provisions and the rules of the plan, an eligible employee shall be permitted to enroll in single-person, two-person or family coverage, as applicable depending upon the employee's individual circumstances.

The District reserves the right to change the current claims administrator and/or provide health insurance through an alternative carrier (third party), provided that that the schedule of benefits is equivalent to the existing coverage.

For those employees who elect not to be covered in any form by the school district's health program, upon application to the district Business Office, shall receive \$1,000.00 annual stipend in lieu of said health insurance benefits. In the case of resignation/retirement during the school year, the stipend need not be prorated.

This agreement prohibits enrollment in health insurance coverage provided by the District under this Article Seven (7) by any employee, or the employee's spouse, or any of the employee's dependents who are covered by any other health plan (including but not limited to Community Blue, Independent Health, Univera, Empire

Plan, or any other plan providing coverage that includes hospitalization, surgical, medical and prescription drug coverage). If the employee's spouse or dependent(s) is enrolled in such a plan and the employee is not so enrolled, then the employee may elect single-person coverage. No employee, spouse or dependent shall be enrolled in coverage provided by the District if that individual is enrolled in another health plan providing coverage that includes hospitalization, surgical, medical and prescription drug coverage. The foregoing non-duplication of coverage provisions: Shall not apply to enrollment in Medicare; and, to the extent permitted by law, shall not apply to enrollment in Medicaid.

If a husband and wife are both employed by the District, then only one of them may elect health coverage offered by the District.

Article 8 - REVERSION OF MEDICAL BENEFITS AND CLERICAL RETIREMENT INCENTIVE

BUILDINGS AND GROUNDS EMPLOYEES

(A) Employees hired prior to June 30, 1989:

For every ten (10) days of unused sick leave at retirement, the full-time 12-month employees will be provided one-half (1/2) year's medical benefits coverage -- exclusive of dental benefits. If husband and wife both retire from the district, their combined accrued, unused sick leave at the time of retirement will apply to this provision.

(B) Employees hired after June 30, 1989:

For every ten (10) days of unused sick leave at retirement, the full-time 12-month employee will be provided one-half year's dollar premium of health insurance coverage (based on the premium contribution (made by the District) in effect as of the date of retirement, with the converted dollar value to be applied to payment of health insurance premiums during the individual's retirement) -- exclusive of dental benefits. Under the terms of the preceding sentence, employees hired with an effective date of employment after January 1, 2006 shall continue to be responsible

for ten percent (10%) of the premium payment while receiving the benefit provided for in this paragraph.

(C) In order to be eligible for coverage under (A) or (B) of this Article, the employee must have worked for the Medina Central School District for at least ten (10) years, or the employee may have the option of paying the premiums through the school district's Business Office under insurance COBRA provisions.

THESE BENEFITS WILL BE TRANSFERABLE TO SURVIVING SPOUSE.

The provisions under (A) or (B) of this Article will apply only to the retiree and his/her legal spouse at the time of retirement. In the event of death, these provisions will provide for single coverage for the employee's spouse.

The provisions under Sections A and B will apply only to the retiree and his or her dependents at the time of retirement. In the event of death, the accrued sick leave shall be converted to medical coverage for the spouse at single coverage OR if dependents were on the employee's insurance prior to death, then family coverage continues.

Exhaustion of benefits described above, the subscriber has the option of:

(a) Continued coverage in his/her group with the premiums to be paid in full by the subscriber; and/or (b) Participation in the retired group with the premiums to be paid in full by the subscriber (or recipient(s), in the case of employee's death).

CLERICAL EMPLOYEES

A. Each full-time clerical employee must be a member of the New York State Employees' Retirement System.

B. Employees are subject to the regulation of the retirement system at the time of joining.

C. Clerical employees must have worked for the Medina Central School District for at least ten (10) years to receive continued medical coverage, as follows:

For every ten (10) days of unused sick leave at retirement, the employee shall receive 1/2 year of medical coverage (exclusive of dental). For

example, 30 unused sick days equals 1.5 years of medical coverage. Clerical employees hired with an effective date of employment after January 1, 2006 shall continue to be responsible for ten percent (10%) of the premium payment while receiving the benefit provided for in this paragraph.

D. Upon exhaustion of sick leave coverage of medical benefits, the employee may continue coverage in their current group or join the retired group. Premiums must be paid in full by the employee.

E. If husband and wife both retire from the district, their combined unused sick leave, at retirement, will be applied.

F. Coverage applies only to the retiree, his/her legal spouse at the time of retirement, and dependent children under age 23. In the event of death or divorce, these provisions apply only to the employee.

G. The employee reserves the right to choose from single, 2-person, or family coverage as long as there is no additional cost to the school district. The school district, in addition, reserves the right to convert a 2-person family plan to a 2-person plan, providing the coverage is equal.

H. These benefits are transferable to surviving spouse.

I. Clerical employees may convert unused vacation days to sick days during their last year before retiring.

J. Employees reserve the right to accept any early retirement incentive offered by the NYS Employees Retirement System (if approved by the Board of Education) without loss of above benefits.

K. A clerical employee in the unit who notifies the Superintendent in writing of his/her pending retirement will receive a retirement incentive to be paid in the last year of service.

1. The incentive amount is \$3,000.
2. The employee must have ten (10) years of service with Medina Central School District.
3. The employee must be eligible to retire under the NYS Employees

Retirement System.

4. The employee must notify the Superintendent in writing by June 1st of the year prior to the year of retirement.
5. An employee may not take advantage of an early retirement incentive offered by the NYS Employees Retirement System and the district incentive.

Article 9 - OTHER BENEFITS/COMPENSATION MATTERS

9.1 Deferred Compensation Plan

The District will provide access to a Deferred Compensation Plan (403(b)) at no cost to employees.

9.2 Employee Assistance Program

The District will provide access to a qualified Employee Assistance Program at no cost to employees.

9.3 IRS 125 Flexible Spending Plan

The District will provide access to an approved IRS 125 Flexible Spending Plan at no cost to employees. For medical reimbursement flexible spending accounts, the maximum amount that an employee may set aside shall be \$2,000 per plan year.

9.4 Savings Bonds

The District will allow an employee to have payroll deductions made for savings bonds, provided that the District receives the employee's written request (in a form that may be prescribed by the District) on or before August 1. Such deadline shall be extended until October 1 for new hires. Deductions may be made only in multiples of \$12.50.

9.5 Longevity (Clerical)

Clerical staff (only) shall continue to receive longevity stipends, as follows:

\$250 after eight (8) years of service

\$350 after ten (10) years of service

\$650 after 15 years of service

\$1,000 after 20 years of service

9.6 Salary of New Hires

Step placement at the time of initial hire (of a new employee) shall be determined in the discretion of the Board of Education upon recommendation of the Superintendent of Schools, provided that the salary of a new hire shall not exceed the salary of a previously hired employee (on active (paid) status) in the same job classification.

Article 10 - LEAVES OF ABSENCE

10.1.1 Sick Leave

An eligible employee shall accrue twelve (12) days of sick leave per fiscal year. For all employees, the maximum accumulation will be 270 days.

10.1.2 Physician's certificate

After an absence of three (3) consecutive work days due to illness or injury, the Board of Education may require a physician's certificate of the individual's illness so that they may determine if they are capable of returning to work.

10.1.3 Incentive

At the employee's option, each full-time employee covered by this Agreement shall receive an incentive for restricted use of their sick leaves in each year of this Agreement, to be paid on the first pay day in August of each year. Such payment shall be made to each employee who meets the conditions set forth herein:

Sick Leave Used

0 days used

1 day used

Incentive Amount

\$500.00 for turning in 5 sick days

\$300.00 for turning in 3 sick days

10.2 Personal Leave

Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal working hours. The day before and the day after vacation periods may not be used as personal leave days. Additionally, personal leave will generally not be granted immediately before or after a holiday.

When possible, personal leave shall be requested in writing, using the prescribed form, to be received at least forty-eight (48) hours in advance of an employee's intention of using personal leave -- unless an emergency arises which does not allow the employee to give such notice.

10.3 Emergency Leave

Notification of an emergency will be given to the employee's immediate supervisor, as well as the Superintendent. The immediate supervisor/superintendent will decide if emergency circumstances, as described on the applicable (Time Away from Work) form. The immediate supervisor shall be authorized to approve an absence, subject to the decision of the Superintendent as to whether the absence qualifies for designation as emergency leave.

Up to three days per fiscal year of Emergency leave may be granted with no deduction in salary, or loss of sick leave. Extensions may be given in the sole discretion of the superintendent, upon his or her prior written approval.

10.4 Bereavement Leave

Up to five (5) days of bereavement leave with pay will be granted for deaths in the immediate family. Immediate family shall be defined as spouse (husband, wife), parent (mother, father), sibling (brother, sister), child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or any person residing full-time in the employee's household.

Up to five (5) days of bereavement leave per fiscal year will be granted for deaths of other relatives. However, a maximum of three days will be granted per occurrence.

Other relatives shall be defined as step-parent, step-brother, step-sister, niece, nephew, aunt, uncle, great grandparent, spouse's great grandparent, or first cousin of the employee or the employee's spouse.

10.5 Leave without Pay

Leave without pay may be granted to an employee by the immediate supervisor and the Superintendent when circumstances warrant such leave, with no benefits accruing during said leave. Employees should be cautioned, however, that continued and excessive request for leave without pay may result in termination of services.

If it is the intention of the Board of Education to terminate an employee due to excessive leave of absence without pay, notice shall be given to that employee that it is their intention to do so if it continues. If, after notice is given in writing of their intention to terminate employment if this privilege continues to be abused, said employee will be terminated without further notification.

10.6 Child Rearing Leave

(A) Maternity leave shall include paid leave for pregnancy and child birth related disability and unpaid leave for child rearing purposes.

(B) An employee who incurs disability as a result of pregnancy or child birth shall be entitled to utilize the paid sick leave provisions of this Agreement. An employee who exhausts paid leave during such disability shall be entitled to unpaid leave until the termination of the disability, provided such disability is temporary and short term in nature.

(C) An employee who becomes pregnant may also apply for child rearing leave, which shall be an unpaid leave when the employee is not disabled and for the purposes of preparing for child birth or caring for the child after birth disability terminates. Written request for such leave shall be made at least ninety (90) calendar days prior to the anticipated commencement of the leave. If the leave is requested to commence at the end of child birth disability, a normal disability period of six (6) weeks following child birth shall be used for the purpose of determining the ninety (90) day notification requirement. A child rearing leave shall be without pay or benefits, but the employee may continue health insurance by contributing the full

cost of the premiums therefore up to one (1) calendar year. Child-rearing shall not exceed one year.

(D) If a husband/father of a newborn child wishes to take the option of child rearing leave, he may make request to the Board of Education, in writing, of his desire to do so. It is understood, however, that approval of this leave will be at the sole discretion of the Board of Education. This leave is further conditioned on the terms above-mentioned.

(E) In the event that an employee does not receive a child rearing leave, she shall be expected to return to work at the termination of her period of disability.

(F) Benefits do not accrue during unpaid maternity/child rearing leave.

10.7 General Leaves

The Board of Education in the responsible exercise of its power to grant leaves, does provide for the previous determined leaves as a convenience to their employees. It should be clear, however, that the Board does not expect that employees will consistently claim their limit of leave on a yearly basis. The Board expects that the employees will claim leave for valid and appropriate reasons.

Family and Medical Leave: The District's policy on family and medical leave shall be in accordance with New York State and Federal Laws.

Article 11 - VACATIONS

Employees who work at least 30 hours per week and are twelve (12) month employees will be considered full-time and shall receive vacation under the following terms and conditions.

(A) Maintenance, custodial and grounds employees will be granted annual accruals of vacation leave with pay as per the following schedule:

- 1) Ten working days commencing with the employee's second year of service through the employee's fifth year of service.

- 2) Twelve working days commencing with the employee's sixth year of service through the employee's ninth year of service.
- 3) Fifteen working days commencing with the employee's tenth year of service through the employee's eighteenth year of service.
- 4) Twenty working days commencing with the employee's nineteenth year of service and each year thereafter.

(B) Clerical employees will be granted annual accruals of vacation leave with pay as per the following schedule:

- 1) Five working days commencing with the employee's first year of service through the employee's second year of service.
- 2) Ten working days commencing with the employee's third year of service through the employee's fifth year of service.
- 3) Fifteen working days commencing with the employee's sixth year of service through the employee's tenth year of service.
- 4) Twenty working days commencing with the employee's eleventh year of service through the employee's eighteenth year of service.
- 5) Twenty-five working days commencing with the employee's nineteenth year of service and each year thereafter.

(C) For clerical employees in the unit, the accrual date shall be July 1.

(D) A maximum of five days of vacation leave may be carried over from one fiscal year to the next.

(E) All vacation claims must be approved, in writing, by the immediate supervisor and/or the Superintendent.

(F) Upon the death, retirement or other type of separation from service, the Board shall pay the employee, his or her beneficiary, or estate for all vacation days earned and accumulated by the employee including those days earned in the year in which

one of the above events occurs. The payout shall be at the rate of pay the employee was receiving when any of the above events take place.

Article 12 - JURY DUTY

If employees are required to serve on jury duty, they shall receive their regular pay from the District, but shall return to the District any compensation received for their services as a jury person other than that portion ascribed to meals and travel compensation.

Article 13 - HOLIDAYS

13.1 Members will receive as paid holidays the days listed in Section 13.4 and any other additional holiday designated by the Board of Education.

13.2 For each such holiday, an employee shall receive a holiday allowance equal to the pay he or she would have received had the day not been observed as a holiday, including any night shift differential or stipend. In addition, an employee shall be paid at the rate of time and one-half for all hours worked if they are required to work on a holiday.

13.3 In the event the school calendar must be amended for whatever reason, thereby eliminating one or more of the holidays specified in Section 13.4, the employees expected to work on that day shall be given a compensatory day off at their holiday pay rate or at time and one-half, whichever is greater.

13.4 Holiday List:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Day before or after Christmas (as designated by the District on or before July 1 of the same year)	Any other additional holiday designated by the Board of Education

Article 14 - ELIGIBILITY REQUIREMENTS

While all employees are subject to the general provisions of this contract, part-time employees are not eligible for any fringe benefits unless a term or provision of this contract expressly states that part-time employees are eligible to receive a particular fringe benefit.

Article 15 - PHYSICAL EXAMINATION

1. A physical examination is required of all employees prior to the date of employment. This examination will be reported on forms as provided by the school district. The examination may be given by the school physician at the school district's expense or by a private physician at the employee's expense. If the examination is given by the employee's private physician, the examination report must be submitted to both the school physician and the Superintendent.

2. The Board of Education may require a physical examination at the discretion of the Superintendent of Schools at any time during employment, and the report of that examination must be submitted to the school physician and Superintendent if done by a physician other than the school physician.

3. The Board of Education shall be responsible for the cost of any physical examination required for employees holding special licenses and the employee will

be allowed to use a district vehicle or be paid mileage at the IRS rate for travel to and from the site where the physical is performed.

Article 16 - PERSONNEL FILES

16.1 No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he or she has read such material by affixing his or her signature on the material to be filed with the understanding that such signature merely acknowledges that he or she has read such material and does not indicate agreement with its contents. Review of personnel files shall take place outside the employee's normal working hours whenever possible.

16.1.1 If an employee refuses to sign, the district is relieved of its responsibility upon delivery, of one (1) copy of the material to either the CSEA President or the CSEA Western Region Office. The employee who has derogatory material lodged against him or her shall have such material deleted from his or her personnel file when such material has been determined to be invalid by normal grievance procedures, civil court action, or formal or informal hearings with the appropriate District representatives.

16.1.2 An employee shall have the right to review his or her personnel file in the presence of an appropriate district official and may have a CSEA representative present if they so desire, upon two (2) days' notice and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

16.1.3 The employer agrees that there shall be no more than one (1) official personnel file or disciplinary file on any employee covered by this agreement.

Article 17 - EDUCATION COSTS

The Board of Education may grant payment for approved conferences or reimburse the employee for tuition paid after successful completion of course work and submission of proof of payment for the course. Prior written approval must be obtained from the employee's immediate supervisor, Superintendent of Schools, and

Board of Education. All approved conferences and coursework must be directly related to the employee's job classification.

Article 18 - EMPLOYEE LISTS

On the effective date of this Agreement, and no later than August 1 of each successive year, the District shall supply to the CSEA Unit President a list of all employees in the negotiating unit showing the employees' full name, home address, job title, work location, membership status, current salary to include any stipends, and date of appointment by the Board of Education. The District shall further supply to the CSEA Unit President the above information as each new employee is hired. In addition, the District shall supply a list of employees who terminated their employment with the District to include the effective date of termination.

Article 19 - SENIORITY

19.1 Seniority shall be the length of an employee's continuous service with the District from the date of his or her first appointment by the Board. However, seniority calculation for service as a clerical employee shall be separate from seniority calculation for service as a buildings/grounds/maintenance employee.

19.2 Seniority shall be broken by discharge for just cause, voluntary resignation, layoff for more than four (4) years, absence from work for more than five (5) consecutive days without calling in (unless under medical care where evidence has been presented to the District regarding such medical care), or failure to report for work within five (5) work days after being recalled from layoff (unless an emergency exists). If an employee who voluntarily resigned is rehired within one (1) year, their seniority shall be restored to the level it was at the time they left. Any employee having appointments scheduled for a two-week period after they return shall be allowed to keep such appointments with no loss in pay or benefits.

Article 20 - VACANCIES AND TRANSFERS

20.1 Posting

All vacancies or newly created positions within the Unit covered by this Agreement shall be posted on each Union bulletin board for a period of ten (10) working days. Working days for the purpose this article shall exclude Saturdays, Sundays, and

Holidays. A vacancy shall be defined as a job opening in a job classification within the bargaining unit occurring due to one of the following: Creation of a new position; separation from employment of the previous incumbent; or acceptance by the previous incumbent of a position in a different job classification.

Such posting shall contain information including the job classification, qualifications, the intended hours of work, the minimum salary for a new hire, and the beginning posting date.

20.1.1 A copy of the notice of vacancy or created position shall be sent to the CSEA President on the same day as the posting goes up.

20.1.2 Members of the Unit who express an interest in the vacancy shall be entitled to apply for the position and will be granted an interview.

20.2 Filling of Vacancies

Seniority shall be the determining factor for employee selection when the qualifications established by Civil Service, skill, knowledge and ability among two or more candidates are relatively equal. If the vacancy is in the job classification of Account Clerk, then relevant seniority shall be an employee's length of service as a clerical staff member. If the vacancy is for a buildings/grounds/maintenance position, then relevant seniority shall be an employee's length of service as a buildings/grounds/maintenance staff member.

If the successful bidder vacates the job vacancy involved, the next candidate selected in accordance with the provisions of this Agreement will be selected to fill the vacancy. In the event that no qualified employees from within the Unit are candidates for the job vacancy, the District, without restriction, may fill such vacancy with candidates from outside the bargaining unit.

Following the posting of initial vacancies, this Section 20.2 shall not apply to subsequent vacancies in either Grade IV job classifications or clerical positions (except for positions in the job classification of Account Clerk). In the event of a subsequent vacancy in any Grade IV job classification or a vacancy in any clerical position (except one in the job classification of Account Clerk), the District therefore has the right to seek candidates from outside the bargaining unit. Seniority shall be the determining factor for employee selection only when the qualifications

established by Civil Service, skill, knowledge and ability among two or more candidates are relatively equal.

20.3 Transfers and Assignments

The District has the right to make and implement decisions to establish work assignments, change work assignments and transfer employees within the same job classification.

The foregoing shall include but not be limited to the right to change an employee's scheduled work shift, within the following parameters: The District is authorized to revise, adjust or modify working hours for employees assigned to the day shift, provided that the shift shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m.; the District is authorized to revise, adjust or modify working hours for employees assigned to the afternoon shift, provided that the shift shall begin no earlier than 2:00 p.m. and no later than 4:00 p.m.; the District is authorized to revise, adjust or modify working hours for employees assigned to the midnight shift, provided that the shift shall begin no earlier than 11:00 p.m. and no later than 1:00 a.m.; and the District is authorized to revise, adjust or modify working hours for clerical employees, provided that the shift shall begin no earlier than 7:00 a.m. and end no later than 4:30 p.m.

Article 21 - LAYOFFS AND RECALLS

21.1 This article shall apply only to non-competitive and labor class employees.

21.2 In the event of a layoff or reduction in force, temporary, part-time, and probationary employees shall be laid off first; then the employee with the least seniority within the bargaining unit shall be laid off. If the position abolished is a clerical position, then the employee in the job classification with least seniority as a clerical staff member shall be subject to layoff. If the position being abolished is a buildings/grounds/maintenance position, then the employee in the job classification with least seniority as a buildings/grounds/maintenance staff member within the bargaining unit shall be subject to layoff.

The District shall provide the association with written notice 20 working days prior to any reduction in force or layoff.

21.3 Employees shall have the right to recall for a period not to exceed four (4) calendar years. Said recall period shall commence with the first day of layoff. Recall shall be done in accordance with seniority. If the vacancy is for a clerical position, then relevant seniority shall be an employee's length of service as a clerical staff member. If the vacancy is for a buildings/grounds/maintenance position, then relevant seniority shall be an employee's length of service as a buildings/grounds/maintenance staff member within the bargaining unit. An employee failing to timely accept an offer of recall or reinstatement shall be removed from the preferred eligible list and shall have no future right to recall or reinstatement.

Article 22 - WORK HOURS

1. The District will not re-schedule regular employees from their regular work hours in order to avoid payment of overtime.
2. Employees will be assigned to work eight hours per day, exclusive of a thirty-minute unpaid lunch.
3. When an employee is required to report for work before the normal scheduled work time, he/she shall receive a minimum of four (4) hours' pay regardless of hours worked. The preceding sentence (four-hour minimum) shall not apply if the additional work hours are contiguous with and after the end of the hours of the employee's regular shift.
4. The Floater position (laborer) shall have flexible assignments and flexible consecutive hours, provided that the work schedule for the position shall be posted at least seven (7) days in advance.
5. Summer hours for buildings/grounds/maintenance employees covered under this contract shall be from 7:00 a.m. to 3:30 p.m. (with the exception of the persons assigned to Pool Maintenance and Floater positions), unless otherwise agreed by the parties, beginning graduation day and concluding the first scheduled day of school when students are in attendance.

6. If an emergency closing (such as a snow day) is called by the District during the early morning hours before school opens for the day, buildings/grounds/maintenance employees shall report from 7:00 a.m. until 3:30 p.m.

7. On Superintendent's Conference Days, all cleaners (including Lead Night Cleaners) will work from Noon to 8:00 p.m. Lead Day Cleaners will still maintain their daytime work schedule.

8. A Time Away From Work form shall be completed for each day or half day used for absences from work including, but not limited to, sick days, personal days, vacation days, bereavement, and so on. If the employee works at least one-half day, only one-half day will be deducted from the allotment. If the employee works less than one-half day, a full-day will be charged against the allotment.

9. Clerical employees will work six (6) hour days exclusive of lunch (hours shall be 8:30 a.m. until 3:00 p.m.) for the months of July and August, and when school is not in session for vacations and/or conferences.

10. Snow/Emergency Days: Clerical staff shall be requested to report on snow or emergency days only when teachers are requested to report. When the administrative unit is dismissed early by the Superintendent, members of the clerical staff will be dismissed simultaneously. When clerical employees are required to report on snow or emergency days when teachers and other clerical employees do not, they will be compensated at time-and-a-half for the hours required to work.

Article 23 - WORK IN HIGHER CLASSIFICATION OR GRADE

If an employee performs work in a classification that is a higher grade than his or her own for a period of five consecutive (5) days or more, he or she shall be paid at the rate for the higher grade for all time worked in such classification and will assume the responsibilities as well as the title for the period of time worked in that classification. Each new assignment in a higher grade starts over again.

Article 24 - JOB SECURITY

There shall be no loss of bargaining unit positions as a result of the District's use of contractors and/or other non-bargaining unit personnel.

Article 25 - MILEAGE

Employees using their own vehicle for authorized school business shall be compensated at the IRS rate per mile or any higher rate adopted by the Board.

Article 26 - UNIFORMS

26.1 The District shall provide the buildings/grounds/maintenance staff with five (5) changes of shirts and pants per week. Each employee has the option of selecting eleven (11) long sleeve shirts OR eleven (11) short sleeve shirts OR six (6) long sleeve and five (5) short sleeve shirts. The uniforms will be cleaned, mended, and delivered to a central district site weekly.

26.2 Buildings/grounds/maintenance staff will be expected to wear the uniforms daily unless there is some mitigating circumstance which has been approved by the Superintendent of Buildings and Grounds.

Article 27 - EMPLOYEE EVALUATIONS

27.1 The District shall have the right to establish and maintain a performance evaluation program, including the right to promulgate and modify evaluation instruments. CSEA shall have the right to review and comment on any new or revised evaluation form, prior to its implementation.

27.2 Whenever a written evaluation report is prepared about an employee by a supervisor, a conference will be held between the employee and the supervisor where the supervisor shall review the evaluation report with the employee and inform them of the contents of the report, including any observed strengths and areas needing improvement. The evaluation report will be dated and signed by both the employee and the supervisor at this conference. The evaluation report will then and only then

be placed in the employees' personnel file. An employee shall have the right to submit a written, signed answer to an evaluation report within two (2) weeks of the conference at which the report was discussed. Any such timely answer submitted by an employee will be attached to the evaluation report to which it applies, and will be filed by the District with the report in the employees' personnel file. If the employee so requests, they shall be given a copy of their evaluation report at the time of said conference. The employee's signature upon the evaluation report does not indicate the employees' agreement with the contents of the report but only that they have read the report and understand it.

Article 28 - SAFETY COMMITTEE

The CSEA and the District shall form a joint safety committee which will meet once every three (3) months to discuss matters of employee safety and make recommendations to the Superintendent of Schools. The CSEA and the District shall each appoint up to three (3) members to serve on the committee.

Article 29 - COMPENSATION SCHEDULES

Grade I:

	Grade I		
	2005-06	2006-07	2007-08
Step	Salary	Salary	Salary
1	\$25,320	\$26,017	\$26,732
2	\$27,875	\$28,641	\$29,429
3			
4			
5			
6	\$30,429	\$31,265	\$32,125
7			
8			
9			
10			
11	\$32,984	\$33,891	\$34,823
12			
13			
14			
15			
16	\$39,368	\$40,451	\$41,563
17			
18			
19			
20	Step 16 + \$1000	Step 16 + \$1000	Step 16 + \$1000
21			
22			
23			
24			
25	Step 16 + \$1500	Step 16 + \$1500	Step 16 + \$1500
26			
27			
28			
29			
30	Step 16 + \$2000	Step 16 + \$2000	Step 16 + \$2000

Grade I: Lead Maintenance, Head Groundsman, and
Head Custodian

In the event an employee is placed on a different grade compensation schedule, the salary will not be decreased at any time. The employee would move to the equivalent or next higher salary level on the new schedule.

Grade II:

	Grade II		
	2005-06	2006-07	2007-08
Step	Salary	Salary	Salary
1	\$21,550	\$22,142	\$22,751
2	\$24,104	\$24,766	\$25,448
3			
4			
5			
6	\$29,213	\$30,016	\$30,842
7			
8			
9			
10			
11	\$31,037	\$31,890	\$32,767
12			
13			
14			
15			
16	\$37,484	\$38,515	\$39,574
17			
18			
19			
20	Step 16 + \$1000	Step 16 + \$1000	Step 16 + \$1000
21			
22			
23			
24			
25	Step 16 + \$1500	Step 16 + \$1500	Step 16 + \$1500
26			
27			
28			
29			
30	Step 16 + \$2000	Step 16 + \$2000	Step 16 + \$2000
Grade II: Lead Day Cleaner, Maintenance-Helper			

In the event an employee is placed on a different grade compensation schedule, the salary will not be decreased at any time. The employee would move to the equivalent or next higher salary level on the new schedule.

Grade III:

	Grade III		
	2005-06	2006-07	2007-08
Step	Salary	Salary	Salary
1	\$17,049	\$17,518	\$18,000
2	\$20,333	\$20,892	\$21,466
3			
4			
5			
6	\$25,442	\$26,142	\$26,860
7			
8			
9			
10			
11	\$27,875	\$28,641	\$29,429
12			
13			
14			
15			
16	\$31,644	\$32,515	\$33,409
17			
18			
19			
20	Step 16 + \$1000	Step 16 + \$1000	Step 16 + \$1000
21			
22			
23			
24			
25	Step 16 + \$1500	Step 16 + \$1500	Step 16 + \$1500
26			
27			
28			
29			
30	Step 16 + \$2000	Step 16 + \$2000	Step 16 + \$2000
Grade III: Grounds, Pool Maintenance, Head Night Cleaner			

In the event an employee is placed on a different grade compensation schedule, the salary will not be decreased at any time. The employee would move to the equivalent or next higher salary level on the new schedule.

Grade IV:

	Grade IV		
	2005-06	2006-07	2007-08
Step	Salary	Salary	Salary
1	\$16,441	\$16,894	\$17,358
2	\$18,995	\$19,518	\$20,055
3			
4			
5			
6	\$24,773	\$25,454	\$26,154
7			
8			
9			
10			
11	\$26,658	\$27,391	\$28,144
12			
13			
14			
15			
16	\$30,429	\$31,265	\$32,125
17			
18			
19			
20	Step 16 + \$1000	Step 16 + \$1000	Step 16 + \$1000
21			
22			
23			
24			
25	Step 16 + \$1500	Step 16 + \$1500	Step 16 + \$1500
26			
27			
28			
29			
30	Step 16 + \$2000	Step 16 + \$2000	Step 16 + \$2000
Grade IV: Laborer, Cleaner and Floater			

In the event an employee is placed on a different grade compensation schedule, the salary will not be decreased at any time. The employee would move to the equivalent or next higher salary level on the new schedule.

Clerks and Typists:

Step	2005-2006	2006-2007	2007-2008
1	\$17,595	\$18,079	\$18,576
2	\$18,207	\$18,708	\$19,222
3	\$18,207	\$18,708	\$19,222
4	\$18,207	\$18,708	\$19,222
5	\$18,207	\$18,708	\$19,222
6	\$20,808	\$21,380	\$21,968
7	\$20,808	\$21,380	\$21,968
8	\$20,808	\$21,380	\$21,968
9	\$20,808	\$21,380	\$21,968
10	\$20,808	\$21,380	\$21,968
11	\$22,889	\$23,518	\$24,165
12	\$23,575	\$24,224	\$24,890
13	\$23,575	\$24,224	\$24,890
14	\$23,575	\$24,224	\$24,890
15	\$23,575	\$24,224	\$24,890
16	\$27,203	\$27,951	\$28,720
17	\$27,203	\$27,951	\$28,720
18	\$27,203	\$27,951	\$28,720
19	\$27,203	\$27,951	\$28,720
20	\$30,599	\$31,440	\$32,305
21	\$30,599	\$31,440	\$32,305
22	\$30,599	\$31,440	\$32,305
23	\$30,599	\$31,440	\$32,305
24	\$30,599	\$31,440	\$32,305
25	\$31,119	\$31,975	\$32,854
26	\$31,119	\$31,975	\$32,854
27	\$31,119	\$31,975	\$32,854
28	\$31,119	\$31,975	\$32,854
29	\$31,119	\$31,975	\$32,854
30	\$32,401	\$33,292	\$34,208

Article 30 - CERTIFICATION STIPEND

A member of the bargaining unit who, in the discretion of the District, is required to acquire or maintain certification or licensure in one of the following areas or categories shall receive a stipend of fifty dollars (\$50.00) per year for maintenance of each such special license: Pesticide application; pool operation (pool operator certification); ornamental and turf; asbestos inspection; asbestos removal; asbestos contractor; confined space; twenty-four (24) hour NYS EPA Course; notary public; or tow motor operator. Each unit member who is required by the District to acquire a license or certificate shall be eligible for reimbursement of required costs or expenses, provided that written approval for reimbursement of the particular cost or expense is acquired from the school business official prior to incurring the cost or expense.

Article 31 - GRIEVANCE PROCEDURE

31.1.1 Definitions

1. Grievance - for the purpose of this Agreement, the term "grievance" shall mean any dispute or disagreement between the employees in this unit and the District; which dispute or disagreement alleges that there has been a violation, a misinterpretation, or inequitable application concerning the terms and conditions of employment as specified in any provision of this Agreement.

2. District Authorization Representative - the term "District's Authorized Representative" shall mean any administrative or supervisory staff responsible for the area in which a grievance is alleged.

31.1.2 All individual grievances must be submitted at Step 1 of the procedure. A group grievance, at the discretion of the CSEA, may be submitted directly at Step 2 of the procedure.

31.1.3 Submission of a grievance in accordance with this Article 31 shall be the sole and exclusive means of resolving an alleged violation of this contract.

31.1.4 If the District fails to issue a grievance response (at any stage or step of the procedures set forth in this Article 31), then the Association may submit the grievance at the next stage of the grievance procedures within the time-frame stated herein.

31.2 Procedure

Step 1. Immediate Supervisor

A grievance must be submitted within five (5) working days after the date of the occurrence out of which the grievance arises. Compliance with the limitations period set forth in the preceding sentence constitutes a condition precedent to maintenance of a grievance. Failure to submit a grievance within such limitations period shall result in the grievance being barred. If a grievance is timely submitted, in writing, by an employee to the employee's immediate supervisor (such as Building Principal), such supervisor or his or her designee must answer the grievance in writing not later than the fifth (5th) working day of its submission. The Association or grievant shall have five (5) working days after receipt of such written answer to appeal to Step 2.

Step 2. Superintendent of Schools (or designee)

If the Association Grievance Representative or grievant does not file an appeal before the time limit expires, then the grievance shall be deemed satisfied. However, if the Association Grievance Representative or grievant timely files an appeal, the Superintendent of Schools (or designee) shall hold a fact finding hearing within five (5) working days. The Superintendent (or designee) shall render his or her decision in writing, no later than the fifth (5th) working day after the fact finding hearing, to the Association Grievance Representative or grievant. The Association Grievance Representative shall have ten (10) working days after receipt of such answer in which to file an appeal. Only the Association Grievance Representative may process a grievance to Step Three (3).

Step 3. Board of Education

If the Association Grievance Representative does not file an appeal before the time limit expires, then the grievance shall be deemed satisfied. However, if the Association Grievance Representative timely files an appeal, the Board of Education

or an appointed committee of the Board of Education shall have twenty (20) working days after such appeal is filed to hold a fact finding hearing with all parties concerned. At the conclusion of such hearing, the Board of Education shall have five (5) working days to render its decision in writing to the Association Grievance Representative. The Labor Relations Specialist shall have twenty-five (25) calendar days after receipt of such decision in which to appeal same to binding arbitration.

Step 4. Binding Arbitration

If the Labor Relations Specialist does not appeal the decision before the time limit expires, then the grievance shall be deemed satisfied. If the Labor Relations Specialist does timely appeal the decision, however, then the appropriate steps under Article 31 shall be followed. No grievance shall be permitted to proceed to arbitration unless Notice of Intent to Arbitrate has been filed with the District (Office of the Superintendent) within twenty-five (25) calendar days after the receipt of the Step 3 response.

The Labor Relations Specialist may appeal a grievance to arbitration within the twenty-five day limitations period set forth in the preceding paragraph, by sending a letter to American Arbitration Association (AAA), which specifically identifies the grievance to be arbitrated and requests that AAA send to the Association and to the Office of the Superintendent a list of names of potential arbitrators. A copy of the letter must be sent to the Office of the Superintendent. Arbitrator selection and arbitration procedures shall be conducted under the procedural rules of the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), to the extent that such Rules do not conflict with a term or provision of this contract.

The fees and expenses of the arbitrator shall be shared equally by CSEA and the District, respectively. All other costs and expenses occasioned by the arbitration shall be borne by the party incurring them. If either party desires a verbatim transcript of the arbitration proceedings, then that party shall cause such transcript to be made and furnish a copy, without charge, to both the arbitrator and the other party. If both parties desire such a transcript, then they shall share the cost of the arbitrator's copy and each shall pay for its own copy.

Each grievance must be submitted (appealed) to arbitration in a separate arbitration proceeding, unless the parties mutually agree otherwise. The arbitrator shall sustain or dismiss the grievance presented to him by determining whether the contract has been violated as alleged in the grievance submission. The arbitrator shall decide only the issue submitted. The arbitrator may impose an appropriate remedy, only if he finds a violation of the agreement.

The arbitrator shall limit his decision and award strictly to an application and interpretation of the terms and provisions of this contract. The arbitrator shall be without authority to add to, subtract from, modify, or vary in any way, the terms and provisions of this contract. The arbitrator shall be without power or authority to make any decision or render any award contrary to, or inconsistent with, the terms and provisions of this contract or applicable law (including statutory law, regulatory law, case law or rules having the effect of law). The decision and award of the arbitrator, if made in accordance with his or her jurisdiction and authority under this contract, will be final and binding.

Article 32 - DISCIPLINE

The District will not dismiss, suspend without pay, formally reprimand in writing or fine a buildings/grounds/maintenance employee, following the expiration of his or her non-promotional probationary period, without just cause. In the event that the District takes one or more of these actions against a permanent maintenance, custodial or grounds employee, then the employee and CSEA, as applicable, may utilize the grievance and arbitration procedures set forth in Article 31 of this Agreement. The provisions of Sections 75 and 76 of the New York Civil Service Law shall be waived and shall not apply to any maintenance, custodial or grounds employee.

The foregoing provisions pertaining to just cause shall not in any manner apply to clerical staff. Discipline and discharge of clerical staff shall be handled in accordance with the Civil Service Law. No matter pertaining to discipline or discharge of clerical staff may be submitted under the grievance and arbitration procedures set forth in Article 31 of this Agreement.

Article 33 - GENERAL CONSIDERATIONS

33.1 All employees covered by this Agreement shall receive a statement on or before September 1 of each year of the Agreement showing their vacation time due, sick time due, personal time due, and unused personal days added to sick days. All employees covered by this Agreement shall receive a statement on or before the first payroll date in July of each year of the Agreement showing their current salary and longevity stipend (if any).

33.2 The District shall provide the CSEA President one (1) copy each of the following items: the public agenda for the regular Board meetings, the approved and corrected Board minutes, copies of all collectively negotiated contracts between the District and all other negotiating units of the Medina Central School District, and the updated District Staff Directory for each year this Agreement is in effect.

Article 34 - SAVINGS CLAUSE

If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, all other provisions of this agreement shall be continue in full force and effect. Also, if any provision of this Agreement is found to be contrary to law, the parties agree to immediately meet for purposes of negotiating a mutually satisfactory replacement for such provision.

Article 35 - MISCELLANEOUS

35.1 All employees covered by this Agreement shall receive a copy of the Agreement.

35.2 There shall be at least one meeting each year with the Superintendent of Buildings and Grounds, Director (Administrator in charge of grounds), Association Employee Representatives and the Superintendent for the purpose of discussing items of mutual concern.

Article 36 - APPENDICES AND ATTACHMENTS

All appendices and attachments to this Agreement shall become legal and binding upon ratification by the Association membership and the Board of Education, respectively, and the signatures of all authorized representatives concerned.

No terms or provisions of this Agreement may be deleted, waived, or changed, and no term or provision may be added to this Agreement may be added by implication or any means other than a memorandum of agreement written, dated and signed by duly authorized representatives of each party.

Article 37 - PAYROLL

Payroll shall be by direct deposit, exclusively, for all employees.

All employees must complete and submit required paperwork (setting forth direct deposit elections) to the payroll clerk on or before June 1, 2006. Changes in elections, submitted using forms prescribed by the District, shall be implemented within 30 days after receipt in the payroll office.

Article 38 - DURATION

This Agreement becomes effective July 1, 2005, and shall continue in full force and effect until June 30, 2008. However, this agreement does not provide for any retroactive compensation for any unit members separating from employment prior to mutual ratification of the agreement.

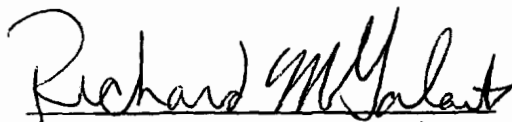
Signed _____, _____, by the duly authorized representatives of the parties.

FOR THE CSEA:

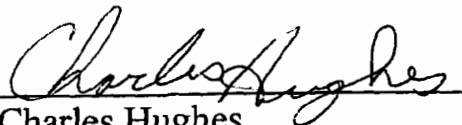


Dean Adams
CSEA Staff Negotiator

FOR THE MEDINA CSD:



Richard Galante
Superintendent of Schools



Charles Hughes
Union President
CSEA, Inc.